N/A Indigent Federal Bureau of Investigations
Attn: Cleveland Filled Office
1501 Lakeside Are.
Cleveland, OH 44114

James E. Hoston N/A Indigent Email Address: jankovas e granii, com

Federal Brown of the antigapare 1801 Carband OH & 4114 To when the way concern

On 011012020, I reported portions of the attached information via the FBI's online tip form. I selected "Ohio" for region. Limitations of content precluded report as thoroughly intended. Therefore, I am, hereby, corresponding to report full intent in letter by mail.

P.S. I am, herely, attempting to send information again due to the filewing:

attacked to, a growy store at: Kaley's, Jose National Bird, Sacrament, CH 95885. I paid for

certified mail. Staff fraudulated author of information at a past office service breated into de and

certified mail. Staff fraudulated departed to interpre with this past as mail theft and tampering.

Service to implee personally during transaction. (I have experienced staking, harasing surve Mance

by an entitified "plant willeding transaction. (I have experienced staking, harasing surve Mance

observed my preparation of the making in its dinine, area.) During her committeen, distracting,

the countries fell address to the Consuland felt Field Office. Her act consciously was by mans

the instant in same conspiracy reported as proven prima facile. Just paids, immediately upon

my arrival to the service line, with a long line and thirty-five minutes before close, she

im a private office (which horassed with time-olday and weste).

Since measurably suspecious of a conspiracy to commit mail fraud and theft. I also

reported Via the Ic. Internet longitains from shortly thereafter. I do, however,

instead to correspond directly to the Occularal Fold Office.

Furthermore, I ly ta

message relaying said energicions by phone at (216)522-1400 for attention to this

message relaying said energicions by phone at (216)522-1400 for attention to this

Dete:

Thank You, James E. Hoston James E. Horton

#### **INFORMATION**

I am, hereby, reporting crimes: Criminal Record Tampering, destroying evidence; Conspiracy to Commit Unconstitutional Infractions, various heinous crimes of Racketeering (RICO Violations) and all types of Foulplay. I am certain that same acts are retaliatory-malicious toward this innocent, potential witness

I do not have time (overburdened) to prepare original averments, documentary citations should be self-explanatory.

Email Correspondence with Stark County Court of Common Pleas Clerk:

From: Ferna Pileggi

fpileggi@starkcountyohio.gov

To: Me

Date: 1231219 11:45 PM

I spoke with my supervisor. We don tusually make a copy of the sheet with someone s name on it. I did photocopy it and enclose it for you

Deputy Clerk (330) 451-7796 From: Me

To:flpileggi@starkcountyohio.gov

Date:01012020 8:34 PM

Thank you for your response. I appreciate the query report of case numbers associated with same name as mine. It was helpful toward my objective. Since "Personal papers and effects have been illegally seized and stolen (by conspirators colluding in misconduct)," I need to identify specific case pertinent for recovery of my personal records. Could you please inform, by reply, of which cases (of either 2001JCV116343, 2001JCR120041, 2003DR00063 or 2003JG011286) also mention one Marie Brosky or Marie Beaver as party? Thank you

From: Ferna Pileggi

fpileggi@starkcountyohio.gov

To: Me

Date:01022020 7:23 AM

Mr. Horton,

This department only applies to the DR and JCV cases. DR cases are public record and your case (2003DR00063) does not refer to Marie Brosky or Marie Beaver. As to the JCV case (2001 JCV116343), it is not public record so I cannot give you any information. If you are in town, please come in with your picture ID and we will give you any info you want. If you are out of town, please make a copy of your driver so license and have it notarized and send it to us with your request As to the other cases:

2001JCR120041 � Call the Juvenile Criminal Department at (330) 451-7757

2003JG011286 Call the Civil Department at (330) 451-7795

From: Me

To:flpileggi@starkcountyohio.gov

Date:01092020 7:25 PM

I am certain, living my life, that there was a DR case pending 1999 through 2004 approximately! Marie Brosky was party. During, her name changed to Beaver. It involved custody of one Tia Horton. The others are her juvenile delinquency cases while in custody of the former, and an African-American foster family who harassed me for non-entitled child-support. What is the number of this custody case requested? Also, please provide, by reply, summary information of 2007030022

If the case described with my request does not exist, there conspicuously has been criminal record tampering and destruction. I do have proof of organized crime motive. It has been a recurring problem in my matters from these organized criminals colluding with infiltrated.

What is this number. What is 2007030022, a separate case about? I expect obligatory answer!

From: Cathy Altieri

CMAltier@starkcountyohio.gov

To: Me

Date:01092020 7:51 AM

Any questions regarding this case please contact Stark County Family Court (2007030022) Any further questions you can contact me at 330-451-7792. Thank

you- Cathy

From: Ferna Pileggi

Sent: Thursday, January 09, 2020 10:41 AM

To: Cathy Altieri

Subject FW: Searching James E. Horton

Please read all of the emails. He sent the latest one and I don t know what to answer. Thank you, Ferna

On Thu, Jan 2, 2020, 7:23 AM Ferna Pileggi <fpre>cflpileggi@starkcountyohio.gov> wrote:

(Pileggi sent, by reply, above emails to Cathy Altieri,)

From: Me

To: CMAltier@starkcountyohio.gov

Date:01092020 9:59 PM

I have been redirected with my inquiries. For clarity, do you work for the Stark County Court of Common Pleas? A search of its website was without results. If so, what

In my situation communications need to be by email. I am extremely time-consumed by various malicious, procedural harassments and obstructions. It is not practicable to attempt phone calls. Email is available for efficient, convenient correspondence in matters.

From Cathy Altieri

CMAlber@starkcountyohio.gov

Date 01102020 6 08 AM

Yes, I work for Stark County Clerk of Courts, family court division.[Concluded]

Below is content of a Petition for Writ of Mandate prejudiced by District Court of California. Subsequently, the Supreme Court processed, defaulted preinally) on challenging Petition for Writ of Review denying its delivery. I have postal tracking proof that it was delivered.

By my experiences, I have reason to know that some of these involved conspirators are members of an "Altorney Unit" creminally collecting, experiences all public official parties coercing themselves on these matters interstate. This anomalous "Altorney Unit" is mentioned within

Content cited from said petitions

INTHECOURTOFAPPEALOFTHESTATEOFCALIFORNIA, THIRDAPPELLATEDISTRICT ... Superior Court No. 15-6705, 13-3628 13-23685 14 1219CourtofAppealNo.PETITIONFORWRITOFMANDATEANDMOTIONTOJOINDERCAUSESFOREXTRAORDINARYRELES TOPRESID INGJUDGEOFTHECOURTOFAPPEALTHESTATEOFCALIFORNIA COUNTYOFYOLO, THIRDAPPEALLATEDISTRICT

WHEREFORE, herecomes Petitioner, James E Horton, moving this Courtto: 1 immediately stay allow ceedings in primary case at 150 miles.

6705, until further order of this Court of Appeal, 2 issue aperemptory write franches and any Respondent Court over furnishing and any of the state sschargebecauseofdenialofPetitioner'sfundamental-

rightstoSpeedvTrialandDuePro-

cess 3. JoinderallothercasesnamedhereinascausesforExtraordinaryRemedytogetherwithprimarycase,immediatelystayallorx extinue to each a vision extension and the contraction of the contrac tofmandatecommandingRespondentCourttodismissallotherrespectivecharges(13-3628,13-23865,and14-

1219) and to terminate all prosecutorial action against Petitioner with item#2 above; and 4. Any such other relief as may be appropriate and use STATE AND OF FACTS. These years and seven months ago, prosecutorial action (still pending) was initiated against Petitioner, James E. Horton. Public Officials. Together have committee the following actions (both in court and out-of-court colluding)

The first case (case: 13-3628) amongst Malicious series of Prosecutorial Harassments initiated 06242013 charging violation of Resisting Arrest Immediately post arraignment, Public defender (Ron Howard) overzealously and inexplicably raised Unreasonable and Malkaxis Doubl of Petitiona & College 12 NC 10 STAND TRIAL during open pretrial conference. Howard based Doubt raised solely on police report without adequate consultation due per Fiduciary Duly respective to an Attorney?s Oath. Furthermore, during same hearing, Public Defender requested to ?Fast Track? said case as he verbalized according as to local procedure. invented as termed (at least at current time). Procedure (anomalous and arbitrary) was granted upon his request. It prejudices fundamental Due Process Rights prima-facie, therefore, in response, Petitioner filed a Faretta motion raising issue of Substantial Conflict Irreconcilable due to Incompetent and Ineffective Courses by the Public Defenders? Office. Court granted, upon second Faretta motion, Waiver of Counsel and Self-Representation on 02242014. Since Waiver of Counsel Petitioner filed pretrial motions (timely and proper with full merit) defending that prosecution lacked probable cause upon a pretextual malicious. Takes were prejudicially denied. Court maliciously continued pursuing wrongful prosecution. Petitioner continued challenging prejudicial errors and denied seems seems. pending.

Subsequent to this first arraignment, an overburdening series of actions began. Four additional, trivolous charges initiated. At respective arraignments Counsel was appointed for three of them (Cases: 13-23865, 14-1219 and 14-4497).

During pendencies, appointed counsel orally motioned for another anomalous procedure for all these subsequent cases legalities which Jurge Daniel Maguire agreed to and ordered. Said to be ?trailing,? but not joindered, all cases versus Petitioner were made to be scheduled consecutively and consumerity on the docket. As a result, all hearings were scheduled for all cases simultaneously

Scheduled hearings, actually, were discriminatorily truncated with obstructionist effect. Throughout, Maguire continually prejudiced Petitione % time for Due Process procedure to be heard on matters for even first case while others were postponed and said to be "trailing" as aforementaned transalt, abusing discretion, he rationalized claiming ?interest of the time of the court? with an ?overburdened docket ? Contrarily, Petitioner continually argued court Malicousty descriminated against him when considering same basis

Subsequent case: 13-23865 also initiated by the West Sacramento Police Department upon first contact on 100072013. Petitionial on date, was charged with Illegal Scavenging... for taking one bottle from a garbage can.. On 05092014, Petitioner appeared in Department 7 (of old court house in Woodland) of Christian Court before Judge Maguire for hearing upon Motion to Dismiss in first case (13-3628). Suddenly, in open court, judge opened proceeding to presenting unequestion. Petitioner with the addition of this case to the Criminal Court docket. Judge called Public Defender, Karen Soell (present for other cases on same day is docked) to the bench since appointed at pretrial conference in case numbered. 13-23865 on 04092014. Per incompetent, arbitrary required of said public defender. Resourcement court grossly abused discretion granting invented procedure that Due Process for said case ?trail? case 13-3628. Thereby, in effect, Due Process on subsequent case was postponed until completion of first case. Otherwise, court treated case as if joindared in error within minutes recorded, and vel severally, for each case. Counsel's request was without consent of Petitioner and without consultation. Consequently, procedure on it has thus far been totally nector text. Then decrease a procrastinated on by public officials. Meanwhile, minutes for each proceeding are recorded severally for all case daskets simultaneously as schedules can unpublic (as if joindered without relevant nexus) and with inadequate time for oral hearing procedure imposed ? gross procedural anomals unjustifiable

Case: 14-1219 involves charge of a camping infraction... Facts of incident upon which citation was based include. 1) Circumstantials. He sat union an overhang to escape rain (on said date) with unprotected case files and work product on his person. He informed the ... Officer of these exculpation to its during an investigatory stop. Still, the officer, irrespective of Totality of Circumstances, cited. Irrivolously.

This case also was transferred in error to Department 7 of Criminal Court by anomalous procedure. Actually, by malicious incornecte coel his a regiment seems and seems are seems. As reflected by Minutes within Case summary report, an arraignment as scheduled aforesaid in Traffic Court to 03262014 was rescheduled from the tobe ?vacated?), ex-parte and out-of-court, to earlier date of 03242014 in Criminal Court, Department 7 (of old court house in Novstand and Nessonal to Justice Maguire ? Petitioner appeared on same date as scheduled for Trial Setting Conference in first case. 13-3628. He was susteen presented unsured and many first case. addition of this case to the Criminal Court docket two days prior to its actual, original arraignment in Traffic Court. Petitione was their sandanavist a surror pled Not Guilty. Public Defender was appointed. At Pre-Trial Conference on 04292014, per request of Public Defender grantes in error, see use account to dockets of ?trailing? cases as aforementioned (contrary to Petitioner?s stated desires for defense). Case is still pending. "trailing? also represent the Anomalous procedure motioned for aforesaid grossly prejudiced Petitioner prima facile. By such gross accesses of description. The Process has been grossly

denied. Petitioner expressed contrary desires during very few, inadequate consultations with coursel. Furthermore, although cases subsequent were revealed vacated (unspoken) as ?trailing,? still records (Minute Sheets and Case Summary Reports) falsely reflect. ?Matter Heard? to hearings in each several. ?heard? cases have compounded together to Overburden simultaneously. Above also constitutes extreme Abuse of Legal Process violating petitions. It is not to the compounded together to Overburden simultaneously. Trial Rights. Repeatedly (both to counsel in meeting and in open count), he has raised discrepancy about these acts of Proceeding Misconselland and Income Continually, he has been prejudicially ignored on issue. Court has responded only incrementally more and more Malicious and Retain

During pendencies, Court obligated Petitioner to attend total of 45 pretrial hearings and 3 days of 1 true for which sentence hearing and judges and

delayed. The trial is not concluded. Hearings have resulted in a long train of blatant prejudicial densits fiving in the face or Constitutions. Splink

Since commencements, Petitioner successfully raised issues of substantial conflict due to ineffective course (complete), adverse in a support violating attorney-client privilege and Attorney?s Oath) and right to waive counsel. Therefore, court granted right to self-agreeting in all case during and have a counsel. 12072015 upon reasoning above herein. Need for competent counsel necessitated assertion of right ? Petitione is line trained

A case, 14-4497 initiated by Woodland Police Department alleging violation of PC ? 415(1). Facts are that a Corporal baried Petitionar by blocking en. trance to Police Station retaliating against his intent to acquire a citizen?s complaint form concerning prior misconduct. Said case was dismissed upon motion to dismiss (of Petitioner, Pro Se) and for lack of sufficient evidence on 01272016. As a result, Petitioner cause for civil action.

Numerous times, in various ways, within pretrial motions to dismiss with merit, Petitioner has raised point headed as follows: DEFENDANT'S RIGHT TO

FAIR TRIAL PREJUDICED BY PROTRACTED RESTRAINT OF HIS LIBERTY TO AN AREA

Present case primarily at issue (15-6705) initiated with a Malicious Arrest on 02182015 in Woodland, CA made solely on information uncorroborated and during accuser?s dispatch call? a false, malicious report. Arrest was made away from scene of incident. Original complaint alleged violations of two charges. PC? 647.6(A), Annoy/Molest Child, and PC ? 415(1), Fight/Challenge Fight, Arraignment was scheduled on 05142015 at Respondent Superior Court Prior to arraignment aforementioned, Prosecution rejected said case for ?lack of sufficient evidence ? (On date, Petitioner arrived, court was not even in session Inquiring at clerk of court and the D.A. Office, he learned of rejection by a hand-delivered letter. Letter was addressed to ?indigent? without mailing address. on served motions.) On 12072015, however, at trial readiness for first case. 13-3628, Judge Maguire opened hearing informing of a new act of presecution charging violation of PC 7 415(1) with 647.6 dropped for lack of sufficient evidence. The Court immediately expedited this new case reinitiated to trial as premary emphasis on docket. Maguire set continuances for other (prior) cases per ?trailing? procedure. Conspicuously, timing of action was tactical toward Abuse of Legal Process with intent to Overburden Petitioner?s Right to Fair Trial

On 02172016, Petitioner filed Common Law Motion to Dismiss Because of Denial of Right to Speedy Trial, Due Process and Fair Trial in case 15-6705 arguing. Bad-faith delay of nine and one half months, without showing of good cause, from arrest to arraignment, constituted ?procrastmation of public officials? denying Fundamental Rights. (Please refer to Appendix \_\_\_\_.) Also, on 02192016 he filed Notice of Motion to Dismiss Because of Denial of Right to Speedy Trial responsive to Prosecution?s untimely disclosure of discovery, and in open court, during jury trial date on 02152016. Therein, he addressed. Programmation of public officials has caused (another) two months of bad-faith delay? pursuant to PC ss 1382 (30-day rule)? since case needed continuance until 04112016. Court prejud-

cially denied both motions on 03232016. (Please refer to Appendix

On 04202016, Petitioner filed Petition for Writ of Mandate and Request for Stay of Proceedings? After Denial of Common Law Motion to Dismiss Because of Denial of Right to Speedy Trial, Due Process and Fair Trial and Notice of Motion to Dismiss Because of Denial of Right to Speedy Trial Regarding Charge of Viola tion of CA PC 415(1) arguing points: JUDGE PREJUDUICALLY ERRED BY MALICIOUS IGNORANCE OF PETITIONER'S FULLY MERITORIOUS ARGUMENT. and DEFENDANT IS PRJUDICED BY RESTRAINT OF LIBERTY TO AN AREA. As result, at trial readiness conference scheduled 04212016, trial was vacated until 06152016 for time in lieu of decision pending upon request for stay. (Prosecutor Fritz Van Der Hoek filed his opposition 05092016? please refer to Appendix Decision upon is still pending untimely delayed by Appellate Division of Respondent Court. In full-faith effort, Petitioner visited clerk multiple times seeking said decision. Court continually informed Petitioner that said Petition has been sent for scrutiny to such as called an ?Attorney Unit? since 05092016 being same date prosecution filed its opposition. Facts provided concerning status raise serious suspicions about ex-parte, out-of-court contact with judge.

Actually, proceedings since 06222016 constituted ?Mistrial.? At continued trial readiness on 06152016, Petitioner, again, requested continuance (with showing of cause and merit) in lieu of inordinate, untimely delay (by Appellate Department) of decisions upon his Petition for Writ of Mandate and Request for Stay therein. In response, Judge Maguire. 1) vacated conference until 06172016; 2) then, ordered parties to ?file papers? (and by vacated date of 06172016) informing Appellate Department concerning delays as above. Thereby, only less than two days were given for motion practice, per order, with disregard for statutory procedure. at issue (reasonable deadlines). On 06172016, prior to hearing, Petitioner (being procedurally overburdened unfairly) filed an ANSWER TO RESPONDENT'S RE-

PLY BRIEF addressing, as order, issue of said delays. (Please refer to Appendix \_\_\_.)

At continued hearing on 06172016, Judge Maguire informed of denial of stay and set jury selection to begin 06222016. Court prejudicially denied his motions for mistrial. Petitioner (at least) twice orally moved for mistrial upon above facts; he motioned on same date, in open court (06172016), and then during evidentially procedure hearing (06222016). Judge reasoned, in part, that he only excepts motions in writing (and during oral argument proceedings)

Post further gross abuses of discretion occurring between 06152016 and 06172016, trial wrongfully proceeded on 06222016. Several Due Pro-

cess violations occurred during trial. Just three examples are as follows:

During voir-dire selection on 06232016, Supervisor of Woodland Police Department?s Detective Unit was detected in jury box. Said presence of Officer (Agent of Party in Interest) evidenced intent to collude and conspire in acts of tampering and/or unduly coercing the jury ? evidence of a ?tainted? jury

During fact-trying, prosecution based its case solely upon non-corroborated, unproven accusation of one accuser Evidence presented (by prosecution)

included

Fabricated facts testified by informant as first witness [(being incompetent, irrelevant to charge, inconsistent and contradictory and thus challenged by Petitioner?s motion to impeach on the record, and during cross-examination) (Black?s Law Dictionary 409 Abridged 6th edition 1991)),

Electronic audio recording of dispatch call ? the initial accusation ? reported by said first witness (which included audible background of Petitioner, from a distance, orating about the false report while departing),

Second and last witness, Officer Guthrie of the Woodland Police Department testified that he did not witness incident at scene of complaint while further parol testimony only evidenced that Petitioner had departed scene of incident without Fighting

Yet, jury reached wrongful verdice of ?guilty? and Petitioner was wrongfully convicted of violation of PC ss 415.

Furthermore, trial, to this date, is still incomplete. Court is delaying sentencing, hence judgement, egregiously inordinate. Jury decision and verdict on 06242016 has been last trial decision thus far. Judge, on same date, continued sentencing phase until 06292016. Therefore, under such ?Extraordinary Circumstances? ly with respect to delayed sentencing and judgement in bad-faith), Petitioner, on 06282016, filed Motion to Vacate Judgement arguing following headed points: CAST IS STILL PENDING UPON INORDINATELY DELAYED DECISION ON (PETITIONER?S) PETITION FOR WRIT OF MANDATE, and that FAIR TRIAL PREJUDICIAL LY HARMED BY UNDUE INFLUENCE UPON JURY. (Please refer to Appendix \_\_\_\_.)

On 06292016, at continued sentencing hearing, Maguire (conspicuously) retaliated maliciously against my most recent motion and with motion and methods and intent to preemptively obstruct Post-Trial and succeeding causes for civil actions. On the record, the hearing was completely one-sided? Obstructional Petroner and peared prepared to orate in support and in defense on issues relevant to sentencing by statute; He attempted to raise and then asserted to raise them Manager bilatantly denied Due Process precluding right to speak. Continually, he interrupted attempts to assert right for hearing on matter. Furthermore, he reversed account Petitioner overbearingly insisting he not ?interrupt ? Maguire also forbade right to state objections during an Unconstitutional, ex-parts ?presentation? by the Classical

Court acted to unjustly Duress Petitioner to accept settlement offer for a nonstatutory, Unconstitutional alternate to sentencing. Judge opened with prosecution A Christopher Bulkley, Deputy District Attorney appeared present ? not prosecutor on record in the case and during trial (Fntz Van Der Hoek). Bulkeley gave imprener. prepared presentation endorsing (on record) a newly conceived ?program? ? the ?Diversionary Homeless Program ? Accordingly, Petitioner would be Conceived in concede to Admission of Guilt, progress through stages of a thought-control program, accept ?Incompetent to Stand Trial? status and controlled. Free housing for indefinite period of time (when I am not even native to this state or county).

Since I rejected said offer stating it to be unconstitutional on the record, Maguire persisted to Maliciously Retaliate with Gross Abuse of Discretion Bulkeley reduced. intent to Maliciously Raise Doubt about Competence to Stand Trial! Maguire threatened (even Blackmailed) with Prejudice in Sentencing Phase 2 an excessive maximum jail term (upon wrongful conviction while refusing to hear Petitioner on issues at hand for which he came prepared) as ultimatum to effer ? an alternate to

stability punishments diverting Post-Trial Due Process. He Vindictively revoked Right to Self-Represent during sentencing and appointed Public Defender for counsel in error Court specified revocation to be ?? ON THIS CASE ONLY FOR SENTENCING.? (Please see Appendix \_\_\_\_) Judge verbally confirmed, per Petitioner?s making in open court. Petitioner otherwise remains Pro-Se in all cases. As reasoning, Maguire rationalized malicious prejudice against Petitioner?s aggressive delease as behavior indicating mental incompetence. He argued oversimply: Petitioner?s rejection of said counsel was believed by himself to be ?irrational ? Furthermove. Respondent refused to permit objections to Unconstitutional Acts of ?forcing a lawyer? upon a defendant while fully aware of Irreconcilable, Substantial Conflict with same counsel. Court continued sentencing until 07132016. Petitioner filed Faretta motion on 07112016. (Please see Appendix

Date for case 15-6705 concurrently with case 14-1219 has been set for 02162017. Maeanwhile, continued ?trailing? date for case 13-3628 concurrently with 13-23,995 has been set, separated from others, for 02212017. Scheduling occurred as result of 2 separate false arrests upon 4 false bench warrants by Woodland Police

Petitioner holds issued warrants constituted gross abuse of discretion and malicious Abuse of Legal Process on following grounds:

Although absent in Respondent court on 08242016, Petitioner was circumstantially unable to appear. He was occupied with procedure of serving Petition for Extraordinary Writ and while indigent, without adequate transportation and distant. 2. Petitioner requested stay of proceedings within Petition aforesaid, 3. Hearing date on 0424,2016 was set for multiplicity of matters in all cases simultaneously being continued since 07272016. Colluding public officials exploited anomalous "trading" procedure to harass Petitioner with multiplication of warrants and arrests upon single hearing. Petitioner was, during this time, constantly active preparing for sentencing and motion practice. Frivolous restraints disrupted his abilities to prepare and practice...

## DEFENDANT S RIGHT TO FAIR TRIAL PREJUDICED BY PROTRACTED RESTRAINT OF HIS LIBERTY TO AN AREA

A total accumulation of four criminal matters have overbearingly initiated by the Yolo County District Attorney s Office. Meanwhile, procrastination by public officials in these matters is overbearing upon the Defendant a type of Prosecutorial Harassment that is Bordering on Arrest by unjustly depriving Defendant of ilberty and, also, life in that his opportunities for employment are disrupted; associations (such as Church affiliations) are severed and impaired unto ruination (with isolation 🍑 deep-seated ostracization) by protracted, punitive, procedural siege in a foreign region. Concurrently, impoverished without domicile, Defendant must expend time-consuming effort toward life-sustaining activities while balancing deliberative, exhaustive labor of Criminal Defense (once again without income). Having, by necessity, to self-represent in such circumstances is depleting his resources; imposing impediments to conducive working conditions; retarding his ability to prepare for trial as a Fair Trial issue, inducing anxiety and inflicting distress reasonable to expect by reasonable person standard. Furthermore, Defendant is forced by necessity to self-represent (in all four cases) due to severely substantial conflict with counsel being in an unfair conflict with agents of the state. The pivotal case on the federal question concerning definition of standards for determining competence to self-represent, Indiana v. Edwards, spawned contributory research and analysis at issue for application in the states. In The Journal of the American Academy of Psychiatry and the Law, Psychiatrists Morris and Frierson published a clinical study on choice to exercise Right to Self-Represent as a phenomena with analysis toward professional guidelines related to forensic psychiatric practice. and fimitations of the decision. The Defendant found article annotated in either California Jurisprudence or American Jurisprudence or American Jurisprudence or American Jurisprudence. prudence or some similar secondary authority for research under the topic of Competence to Self-represent confronted with in Case numbered 13-0003626 and for his Faretta motion.

Amongst positive reasons for such choice, vindicated by these researchers, include, 💝 little trust in the fairness of the legal system 🗣 when it is reasonable to believe that Fiduciary Interests of public defenders are compromised since they are employees of the state (Douglas m. Morris, MD, and Richard L. Frierson, MD, Pro Se Competence in the Aftermath of Indiana v. Edwards, 36 J Am Acad Psychiatry 551-557 (2008)). Obviously, such determinants would constitute an unfair conflict between a Defendant and Agents of the State necessitating self-representation for any adequate defense (especially if defendant is indigent). Defendant, and rationally by his experience, claims: evidence shows such a condition exists in this case pending (as well as others pending simultaneously) giving rise to a severely substantial conflict because of gross ineffective counsel by public defenders.

According to Serna, Right to speedy trial protects criminal defendant against oppressive pretrial incarceration, anxiety, concern and disruption of his everyday life. (Serna v Superior Court (1985) 40 C3d 239). Furthermore, this Court reasoned, quoting from U.S. v Marion:

Inordinate delay between arrest, indictment and trial may impair a defendant sability to present an effective defense. But the major evils protected against by the speedy trial guarantee exists quite apart from actual or possible prejudice to an accused s defense. To legally arrest and detain, the Government must assert probable cause to believe the arrestee has committed a crime. Arrest is a public act that may seriously interfere with a Defendant s liberty, whether he is free on ball or not, and that may disrupt his employment, drain his financial resources, curtail his associations, subject him to (reputation harm), and create anxiety in him, his family and friends • (U.S. v Marion (1971) 404 US 307 as quoted in Serna v Superior Court (1985) 40 C3d 239).

Proceeding on these actions would not serve justice, but only prejudice the Petitioner in that the delays are causing undue disruption to his life without justifiable cause. At time of arrest, he did not have outstanding warrants, nor a criminal record. Indigent, Petitioner is not resident to the area. He intends to move on and tend to important life matters, yet his liberty to move is restrained by violation of Speedy Trial Rights of and without income in proceedings pending for total of over three and one-half years in Respondent Court. Finally, in lieu of above, Petitioner has already punitively suffered in excess of maximum sentences for all cases together in total by said restraints.

POINT IN SUPPORT OF JOINDERING CLAIMS FOR EXTRAORDINARY RELIEF

Petitioner s Fair Trial and Due Process Rights have been prejudiced prima-facie in each case by anomalous procedures ordered throughout all pendencles together All prosecutorial actions named herein (cases 13-3628, 1323865, 14-1219 and 15-6705) are connected together in same schema effecting accumulated Overburden unfairly constituting Abuse of Legal Process via Retaliatory and Malicious Prosecutorial and Procedural Harassment. They all have been initiated against Petitioner upon complaints by Real Party in Interest alleging charges. As Gross Abuses of Discretion by Respondent Court, they prove Conspiracy to Commit Infractions against Petitioner s Fundamental Rights amongst Agents of the State in Yolo County colluding.

Pursuant to CA CCP • 1109, petition for Extraordinary Whit initiates a form of civil action and rules of procedure prescribed in CCP • 307-1062.20 apply. Pursuant to CCP 4 427.10), a cross-complainant may join any causes of action he or she has against party making complaint against the same. The purpose of statutory provision for joinder less to permit joinder in one action of several causes arising out of related transactions and involving common issues. The statute should be liberally construed so as to permit joinder whenever possible in furtherance of this purpose (Moe v. Anderson (2012) 207 Cal. App. 4th 826)

For purposes of this Petition for Extraordinary Writ, Petitioner is same as cross-complainant by definition. He possesses these multiple civil causes of action for relief with ment against same party being Real Party in Interest named herein. Therefore, it is in the interest of justice that this court joinder said cases as causes together and issue its peremptory writ ordering Respondent to dismiss in all cases and terminate all prosecutorial actions aforesaid. COURT PREJUDICIALLY ERRED IN ORDERING WARRANT FOR ARREST CHARGING CONTEMPT OF COURT

At 1330 on 007272016, post gross denial of process during 1000 docket, presiding judge (Daniel Maguire) overzealously ordered warrant for arrest charging vindictively acts of misbehavior by Petitioner upon Prosecutor s request ex parte. Judge prejudicially erred in granting order with motive to retaliate by act of vindictive Prosecution in a Conspiracy to Commit Constitutional violations.

On Wednesday 07272016 at 1000, as Defendant self-representing, Petitioner arrived to appear for hearing upon motions at the Superior Court, Yolo County Department 10. As overburdening, arbitrary procedure, hearing was upon 3 separate matters in 2 separate cases. By noon, Petitioner was blatanity denied tensing although present. Judge called break for lunch at end of calendared docket session. He then, as recurrence amongst 47 hearings frequented by such prejudensel treatment, retionalized that my cases involve too many issues and take too long. Meanwhile, matters for others were heard dramatically longer than typical for Petitioner at bench. Ornassion constituted flagrant Due Process denial and Procedural Harassment. Improper, it caused excessive disruption to my day. I had other metters to tend to and for survival being discriminatority delayed in court.

Channel scheduled session, a balliff of the Sherriff &s Department vindictively baited to entrap with discriminatory action in open court. Petitioner entered line to approach bench Sailiff initiated to remove me from the courtroom unreasonably and imprudently. Off the record, as session concluded, Petitioner urgently communicated (as he was being removed) asserting his right for hearing without inordinate prejudicial delay effected. Judge silently ignored, left bench for lunchbreak without acknowledging issue

Petitioner returned 1440 during afternoon docket for addressal of issue. During interim, he had tended to personal necessary matters not able to arrive at exactly (1130 when, circumstantially, court procedurally defaulted previous. Also, it is customary for counsel to arrive enter line during course of session to be heard Sieme bailiff persisted enforcing that Petitioner remain outside courtroom and presented minute order recording, People request a warrant based upon Defendand a contempt/behavior in court. Petitioner requested caliback. After Bailiff attempted further baiting with repeated, irrelevant, circular questioning and responses, he accommodated

Judge called Petitioner to bench then informed on record that he refused to hear him on date. Specific Deputy District Attorney was now absent, although others were then present. Matters were not continued. Judge imposed one minute for requested statement on the record and cut it short.

Petitioner &s spoken words were not on themselves contemptuous, on nor outlered in an insolent or defiant manner (Rose v Superior court in and for Los Angeles County (1934) 140 Cal. App. 418). He acted within right, in context, addressing blatant denial of Due Process as Constitutional Fundamental Right. I-tis act possessed justifiable showing of cause necessary toward aggressive defense addressing distressingly expedient issue; especially factoring extraordinary corcumstances resulting from prolonged pattern of Abuse of Legal Process harassing petitioner in a harmful manner (as above). His statement failed to warn & before taking disciplinary action against (Petitioner) during ex-parte proceeding subsequent with Prosecutor (Gallagher v Municipal Court of City of Los Angeles (1948) 31 Cal 2d 784; in re Buckley (1973) 10 Cal 3d 237).

Petitioner did not opersistent(ly) (interrupt) occurt proceedings (as) an attorney of as to embarrass the administration of justice (In re Hallimann (1932) 126 Call App. 121). Pro Se, he possessed the duty to protect (his) interests (as Defendant) and press legitimate argument and to protest an erroneous ruling & which was, by omission, act obstructing justice by Due Process (In re Hallimann, Supra).

Here, summary contempt power must not stifle freedom of thought and speech so necessary to a fair trial under the adversary system. In re Hallimann, Supra) The court must not unduly interfere with representation (as Cobligation to vigorously represent interests of a Defendant; (a) apparent disrespect was & objectively clear to but the subjective impression of the judge (Degeorge v Superior Court (1974) 40 Cal. App. 3d 305).

Extraordinary Circumstance of Overburden in lieu of Abuses of Legal Process make it impracticable for Petitioner to file timely several motions at issue (such as Change of Venue, Disqualify Judge and Prosecutor) not several Petitions for each case. Therefore, it would be in the interest of justice for Court to order stay on all proceedings in all cases against Petitioner per requests and in joinder of causes. Doctrine of laches (in fairness) rules at issue. James E. Horton, In Propria Persona.

DECLARATION OF JAMES E. HORTON IN SUPPORT PURSUANT TO CA Rules Of Court • 8.486(3) IN LIEU OF NON-POSSESSION OF PROPER TRAN-**SCRIPTS** 

1, James E. Horton, as Detendant In Propria Persona, declare under penalty of perjury, on information and belief, under the laws of the State of California that the

Whereas, on 06222016, Petitioner filed request for transcript of trial readiness conference on 06152016 with Court Reporter so Office at Respondent Court.

Whereas, on 06232016, Petitioner filed request for transcript of trial beginning 0622016.

Whereas, on trial date of 96242016, obviously responsive to requests filed aforesaid, court reporter, Lisa Schafer, approached Petitioner present in courtroom communicating transcripts would not ever be provided to him. She claimed her manager informed her of policy accordingly, instructed her to inform petitioner of said policy based on grounds that a fee waiver was never ordered covering (when a fee waiver had been granted recorded in court file which Petitioner previously had received transcripts upon during pre-trial and when such delivery is at cost of the state in criminal proceedings by statute and relevant Judicial Council rules). Whereas, on 06242016, petitioner filed application for fee waiver specifically for transcripts and Respondent filed order denying request on either 06252016 or 06272016 reasoning. Judgement has not issued and no appeal is pending. Request may be re-submitted after entry of judgment. Judge dated order signed as,

♦ June 25, 2016. Case Summary Report reflects ♦ Order denying Fee Waiver ♦ dated 06272016. Whereas, on 06272016. Petitioner filed request for hearing about court fee waiver order, court set order to appeal order for 07272016 which was continued since

V/hereas on 07012016, Petitioner filed application for waiver specifying request for transcripts to attach to Petitions �despite for appeal � other proper motions for

Whereas, court has procedurally defaulted on ignoring Petitioner &s application filed 07012016.

Whereas, Petitioner filed Request to Waive Additional Court Fees on 07152016 specifying transcripts were needed for Petitions and for Faretta motion, not appeal. Whereas, on 07192016, judge, delaying request filed 07152016, ordered another fee waiver hearing date for 08242016 being same date set for continued sentencand warrant review, hearing upon Faretta motion and multitude of other matters for all cases simultaneously as Procedural Harassment and Abuse of Legal Process. Thereby, despite Petitioner to full-faith and diligence to acquire proper transcripts, Respondent Court has denied delivery and they are unavailable for attachment MOTION TO DISQUALIFY JUDGES

Petitioner, James E. Horton, Pro se, In forms pauperis, now comes attesting as follows: Numerous contempencies of cases at issue to petition attached show, prima facie, that public officials at the Superior Court of the State of California, County of

Yolo, respondent, possesses malice intent toward him and are hostile to his Fundamental Rights. They are clearly incapable of being impartial. Respondent is framing said Petitioner's ability to prepare defense with unjust overburden by accumulative prosecutorial harassment, speedy trial and due

process denies and infractions disrupting his life. Therefore, he tacks time for further research at issue for this motion. Viverefore, Petitioner hereby moves this court, however, to issue its decision, mandate or order, upon whatever ments by applicable law are obvious prima face to dequality all judges of said respondent court from hearing matters and adjudicating further in Petitioner's cases immediately with stay. Even if precedental,

granting this motion serves the interest of justice when weighing presumptive issues...

THE STATE OF CALIFORNIA James E. Horlon Case No. C08425 MOTION TO COMPEL RECORD AND TRANSCRIPTS NEEDED FOR REVIEW Compile Personer on full texts and diligence to acquire adequate record, Respondent Court has denied delivery and it is unavailable for attachment. (Please refer to Employee the SERPORT PURSUANT TO CARULES OF COURT 4 8 486(3) IN LIEU OF NON-POSSESSION OF POPER TRANSCRIPTS attaiched as pg. 23 Of Expendix A.; Petitioner has conveyed, to Appellate Court, intent to occurrents from lower court and Real Party in Interesto subsequent to and upon

timing of his peation. (Please refer to DECLARATION IN SUPPORT PURSUANT TO CA RULES OF COURT \$ 8.486(B)(2) IN LIEU OF NON-POSSESSION OF FILESTAMPED HARD COPIES TO APPENDIX attached as pg. 22 of Appendix A.) Respondent Court immediately Summarily Denied improperly without allowing for the above. Transcripts and case-file record are necessary pursuant to CA Rules of Court \$ 8.486.

Furthermore, Petitioner avers experiencing deprival of mail delivery by post offices in Yolo County consistent with much evidencing collusion amongst public officials to commit retailatory misconduct and out of court. Although not able to substantiate evidentiary here now, Petitioner pleads this court to justiy factor assertion, its possibility, regarding a conspiracy to commit various harmful violations causing Petitioner, indigent, to be destitute of a reliable, physical mailing address. (Recently prior to respondent judge McGuire's acquisition of position at the bench, he served as non-judge in executive cabinet of Governor Schwarzenegger at the capitol of the state of California and possesses connectivities to misappropriate toward such an asserted design.) Therefore, he demands delivery by attachment and transmission, and void of any further procedural requirement (statutory or otherwise) upon Petitioner (as they would obstructive to his presumptive rights at issue) serviced to his email address herein provided which he is able to access even under Extraordinary Circumstances imposed as averred. He desperately needs copies for his records for defense. Wherefore, even if precedental in the interest of justice procedurally, Petitioner hereby moves this court for an order compelling respondent to deliver transcripts and case-file records... [Concluded]

Relevant Diary Records:

CANTONITES WHO HAVE CONFLICTED WITH ME

Atty. Frank Forchione. Unhelpful with my valid complaints with Marie as prosecutor, [Currently, judge of Common Pleas]

Afty. Christine Johnson: Convicted of fraud after acting as G.A.L.

Law Director Joseph Martuccio: Externship at Law Dept. He said "If you tell what goes on here, your dead... just kidding" during my interview. I assumed he was kidding.

Afty George Urban. My law teacher at Brown Mackie. He told to me to put my Bible away in class. He got in my face and yelled about Adam and Eve's free-will. It was bizarre.

Vice Squad. When I reported about Marie.

Ex-management of American Rescue Workers (the Walkers and Larry Martin): After my stay in late 2004, they were raided for corruption. I spoke of my experiences.

Atty Morello: He represented Marie.

Marie Brosky, Assaults at the house and evidence from P.I.

Various people I have met at the Y.M.C.A. since I moved in 1999: I did not run in the same flood of dissipation with drugs and prostitutes and so on. Many became hostile for this. I did not condone their ways although I treated them with dignity as human beings. They resented it. (Where do they get the drugs from?)
CANTON CHILDREN SERVICES: Per Marie's report, they claimed that I "gave them so much attitude that they had to get the 'manager'". I see the incident differently. I feel I was treated with incredulity and discimination as a non-custdial father. I was only persistent about my concerns. The predominantly female staff were consistently attitudinal and derogatory. I felt disrespected as a concerned parent.

CANTONITES WHO KNOW ME

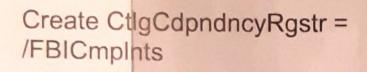
Judge Michael Howard: I was active as my own attorney during my Domestic cases. I attracted a lot of attention with my innocent activities at Family Court.

During my externship at the Law Dept.:

Atty Jason Reese: I did work for him dealing with landlords. He acknowledges me on the street.

Atty Kathleen O. Tatarsky: I drafted memorandum for her and organized her files.

Judge John Poulos: I observed court room procedure under him during my exemship. He acknowledges me on the street...



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Federal Buren of Transferred in Chesters, CH wary

On 01012020, I reported portions of the attached information via the FBI's online tip form. I selected "Ohio" for region. Limitations of content precluded report as thoroughly intended. Therefore, I am, hereby, corresponding to report full intent in letter by mail.

Sincerely, Agency Libration Planes E. Horton, Prosie, In Froma Peoples

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August and Printed to benche then informed on record that he refused to hear firm on date. Specific Deputy Detroit Altomay were now absent all the record and call a supplementation of the record and the record

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Petition as not operastent(by) (interrupt) of court proceedings (as) an alternative as to embarrase the administration of particular tree in a manufacture. 11932) 126 Co. App. 1211 Pro Se he possessed with duty to protect (his) interests (as Defendant) and express legismate argument and to protect an errors at

article was the act obstructing justice by Due Process (In re Hallmann, Supra) The contemp power must not estille freedom of thought and speech so necessary to a fair trial under the adversary system in the Hall mann Supre) The court rest under interfere with representation as Obligation to vigorously represent interests of a Defendant apparent des empect was

Extraordinary Circumstance of Cylerburgen in lieu of Abuses of Legal Process make it impracticable for Februarier to file timely leveral matter at some parties. Change of Venue Disquain, Judge and Prosecutor) not several Petitions for each case. Therefore, it would be in the interest of justice for Court to prosecutor. proceedings in all cases agest Petitioner per requests and in joinder of causes. Doctrine of laches (in farness) rules lift is the

DECLARATION OF JAMES E "ORTON IN SUPPORT PURSUANT TO CA Rules Of Court ◆ 8 488(3) IN LIEU OF NON-POSSESSION OF PROPER TRAN-

I dames E. Hiorton, at Defendant in Propria Persona, declare under penalty of perjury, on information and belief, under the laws of the State of California that the Whereas an 26000015 Permaner filed request for transcript of trial readiness conference on 08152016 with Court Reporter & Office at Respondent Court

Whereas on that date of 06242016 obviously responsive to requests filed aforesaid, court reporter, Lisa Schafer, approached Petitioner present in court comnumerating transcripts would not ever be provided to him. She claimed her of manager of informed her of policy accordingly, instructed her to informed her of policy accordingly, instructed her to informed her of policy accordingly, instructed her to informed her of policy accordingly. and price, besed on grounds that a fee waiver was never ordered covering (when a fee waiver had been granted recorded in court like which Petillioner previously had received training by upon during pre-trail and when such delivery is at cost of the state in criminal proceedings by statute and relevant Judicial Council relevant on 06247016, persons field application fix fee waiver specifically for transcripts and Respondent filed order denying request on either 06252016 or 002/2016 responding. . Unipercent has not exceed and no appeal is panding. Request may be re-submitted after every of judgment. Judge dated order signed as

◆June 25 2015 ♦ Care Surremay Report reflects ♦ Order denying Fee Waiver ♦ dated 06272016 Whereas on 00272016. Personer had request for hearing about court fee waiver order, court set order to appeal order for 07272016 which was continued same

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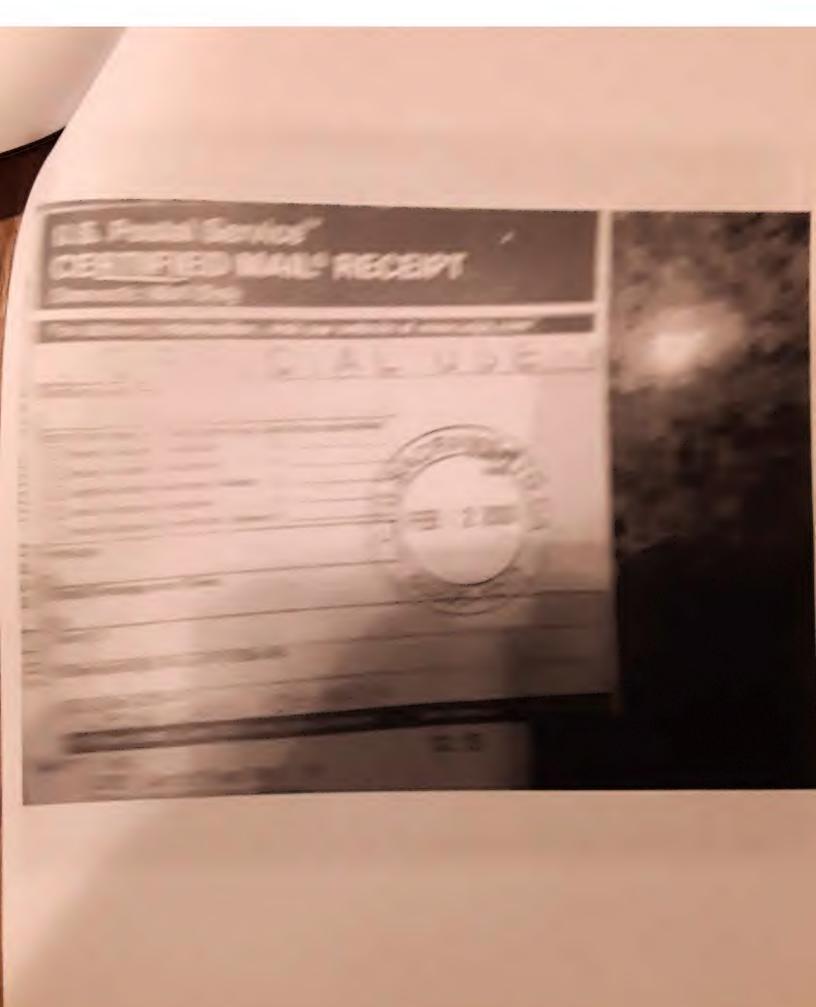
Personner James E. Horton. Pre-se is forma peupens, now comes attesting as follows: American continguorum of causes at issue to petition attached show prima facte, that public officials at the Superior Court of the State of California Causes at

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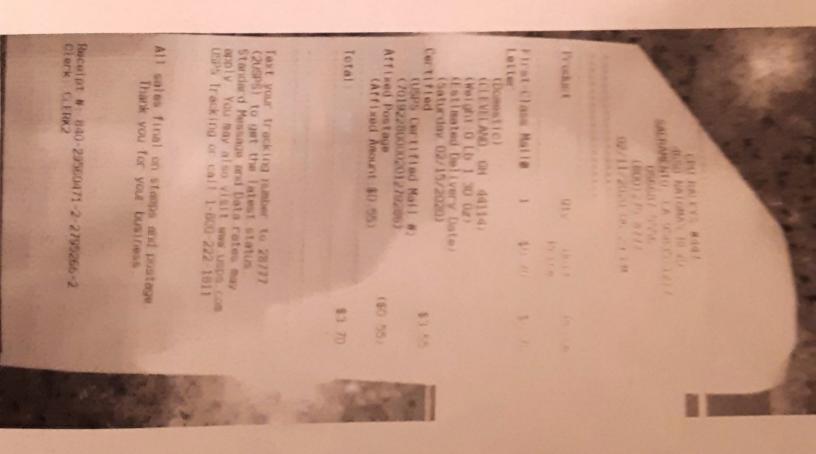
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### d Conditions

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Us", or "Our") will receive, forward and/or pack parcels for you the customer ( "You" or "Your"). The carrier for Your parcel(s) accepted by Us cepted by Us. You represent Your true name and address appear as sender above.

tM-D), illegal items or articles of unusual value, including but not limited to cash. In addition, the Carrier's tariff, service guide, or terms and ed items. Certified locations may accept some forms of ORM-D. Parcels containing "food" (as defined in section 201 (f) of the Federal Food, Drug, applicable terms and conditions in the Carrier's Terms and Conditions in effect on the date of shipment.

ubject to the UPS/Tariff Terms and Conditions of Service ("UPS Terms") in effect on the date of shipment, which are available at er's rights, responsibilities, and limitations of liability with respect to the transportation of Your parcel(s) and are hereby incorporated in full into RATION CLAUSE AND CLASS ACTION WAIVER, which apply to any controversy or claim, whether at law or equity, arising out of or at of such dispute, except for claims that may be filed in courts of limited jurisdiction such as small claims, justice of the peace, magistrate or civil disputes.

er. We are not the Carrier's agent. You agree that We will be deemed the shipper of Your parcel(s) with the Carrier and that You are not the shipper city against the Carrier. Any rights You may have to recover damages or other compensation with respect to the transportation of Your parcel(s) ted to those rights described in the Carrier's Terms and Conditions or in this PSO. You agree that We, as the shipper of Your parcel(s), are solely ier for transporting Your parcel(s).

very of Your parcel(s) or for loss or damage by any cause to the parcel(s) or their contents that occurs after We tender Your parcel(s) to the Carrier ou request a signature on delivery and pay any applicable charge. You agree that the Carrier is not liable for loss or damage occurring after delivery cluding all terms and conditions related to Your participation in the optional Declared Value Program.

livery is only an estimate, and is not warranted in any manner. We are not liable for any consequential, indirect, special, incidental or punitive livery. Our responsibility for damage to items caused by improper packing by Us is limited to any applicable Declared Value Program or other rge.

bility for loss or damage to Your parcel(s) is strictly limited to the amounts set forth in this PSO and the Carrier's Terms and Conditions (in the bility for loss or damage). Liability for loss or damage is limited to Your actual damages or \$100 per parcel, whichever is less, unless You declare a det the Declared Value Program). We and the Carrier are not liable or responsible for items of unusual value, precious metals, negotiable ability is excluded, under the Carrier's Terms and Conditions. Additional terms and conditions governing loss or damage claims can be found in the

declared value limits for loss or damage, subject to terms and conditions (including monetary limits) ( "Declared Value Program"). The declared conditions of the applicable Declared Value Program. We surcharge the cost of this product. If You elect to participate in the Declared Value religible parcel(s) through the Carrier. You expressly acknowledge that the value of each parcel does not exceed the amount You declared as the of each parcel does not exceed \$100. If You do not declare a value above \$100 and pay an additional charge for a parcel containing items of greater s or damage to the items in that parcel. The Carrier's terms and conditions, including monetary limits, for its Declared Value Program are located in

damage to Your parcel(s) under the Declared Value Program, You agree to make the claim through Us. If You make such claim through Us, We remit to You any recovery on the claim paid to Us by the Carrier for Your parcel(s). You expressly agree that We have no liability if any claim is int You make a Guaranteed Service Refund (GSR) request to UPS, You agree to provide to UPS (and hereby authorize Us to provide to UPS) Your

inder any Declared Value Program must be in writing and received by Us within the Carrier's required time frame as set for in the Carrier's Terms red and will not be paid. For all damage claims, the original packaging materials must be made available for the Carrier's inspection prior to g documents, including but not limited to this PSO and a copy of the shipment receipt, and proof of the value of the lost or damaged items for any

Carrier for Your parcel(s), if You believe any parcel is eligible for a refund under the UPS Service Guarantee as set forth in the UPS Terms, You r days of the date of scheduled delivery. If You do not contact Us within the prescribed time frame, any claim to a refund under the UPS Service

Inc. and solely responsible for all aspects of Our operations. We are the exclusive employer of all employees of Our business. You acknowledge and is not the employer or joint employer of the employees of Our business. This PSO constitutes the entire agreement between You and Us, and landings, and representations, written or oral, relating to the subject matter hereof.

cess is accurate for each parcel (ii) You confirm the Declared Value for each parcel, if any, is correct (iii) You have read and reviewed the terms and all such terms and conditions, and (v) by so signing, this PSO constitutes binding and enforceable obligations of You. YOU FURTHER (UPS Terms, any claims against Us or UPS (including its affiliates) arising out of or relating to provision of service by UPS are subject to individual loww ups. com/ferms

Thu 5 Mar 2020

TRANSACTION DATE

### Farcel Shipping Order (PSO) Terms and Conditions

THE UPS STORE #4348

-	Thu OS Mar 2020	2020 UPS Ground Com. 1 package Total Declared Value. Not provided		DESCRIPTION OF GOODS DOCUMENTS		
The second secon	JAMES HORTON 2121 NATOMAS CROSSING DR Sacramento, CA 95834 Tel: (916) 562-5584		RECIPIENT FEDERAL BRUEAU OF INVESTIGATION ATTN: CLEVELAND FIELD OFFICE 1501 LAKESIDE AVE E CLEVELAND, OH 44114-1138		PKG TRACKING NUMBER  1 1Z6A1Y684204575210	DECL VAL

Subject to these revus and evadorous, this The UPS Storest center ("We", "Us", or "Our") will receive, forward and/or pack parcels for you the customer ("You" or "Your"). The carrier for Your parcel(s) accepted by Us. You represent Your true name and address appear as sender above.

We she next accept hannerfrom material. Other Regulated Material-D class (ORM-D), illegal items or articles of unusual value, including but not limited to cash. In addition, the Carrier's tariff, service guide, or terms and conditions in "Currier's Terms and Conditions" is Terms and Conditions only accept some forms of ORM-D. Parcels containing "food" (as defined in section 201 (f) of the Federal Food, Drug, and Cosmeter Arc), will be accepted for transportation only according to the applicable terms and conditions in the Carrier's Terms and Conditions in effect on the date of shipment.

We do not transport Your parcel(s). The Carrier transports Your parcel(s) subject to the UPS/Tariff Terms and Conditions of Service ("UPS Terms") in effect on the date of shipment, which are available at MURLUPS Carrier's Terms and Conditions set forth the Carrier's rights, responsibilities, and limitations of liability with respect to the transportation of Your parcel(s) and are hereby incorporated in full into this PNO. The UPS Terms contains a MANIATONY BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, which apply to any controversy or claim, whether at law or equity, arising out of or relating to prevision of services by UPS, regardless of the date of accrual of such dispute, except for claims that may be filed in courts of limited jurisdiction such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits on their jurisdictions over civil disputes.

We are Your agent for receiving and forwarding Your parcel(s) to the Carrier. We are not the shipper under the Carrier's agent. You agree that We will be deemed the shipper of Your parcel(s) with the Carrier and that You are not the shipper under the Carrier's Terms and Conditions. You therefore have no rights directly against the Carrier's Any rights You may have to recover damages or other compensation with respect to the transportation of Your parcel(s) (mehiding for loss, damage, or the Carrier's failure to timely deliver) are limited to those rights described in the Carrier's Terms and Conditions or in this PSO. You agree that We, as the shipper of Your parcel(s), are solely entitled to any discounts or adjustments to the charges that We pay the Carrier for transporting Your parcel(s).

Except as expressly set forth in this PSO, We assume no liability for the delivery of Your parcel(s) or for loss or damage by any cause to the parcel(s) or their contents that occurs after We tender Your parcel(s) to the Carrier. The Carrier's driver may deliver Your parcel(s) without a signature unless You request a signature on delivery and pay any applicable charge. You agree that the Carrier is not liable for loss or damage occurring after delivery of Your parcel(s). You also agree to all terms and conditions in this PSO, including all terms and conditions related to Your participation in the optional Declared Value Program.

Any statement by Us regarding a probable date and (if applicable) time of delivery is only an estimate, and is not warranted in any manner. We are not liable for any consequential, indirect, special, incidental or punitive damages, or any loss or damage resulting from delays in shipping or delivery. Our responsibility for damage to items caused by improper packing by Us is limited to any applicable Declared Value Program or other program that We may offer and for which You have paid any applicable charge.

Limitations of Liability and Exceptions, Our liability and the Carrier's liability for loss or damage to Your parcel(s) is strictly limited to the amounts set forth in this PSO and the Carrier's Terms and Conditions govern the Carrier's liability for loss or damage is limited to Your actual damages or \$100 per parcel, whichever is less, unless You declare a higher value and pay the applicable charge for a higher authorized value (under the Declared Value Program). We and the Carrier's new probabilities from shipment, or for which the Carrier's liability is excluded, under the Carrier's Terms and Conditions. Additional terms and conditions governing loss or damage claims can be found in the Carrier's Terms and Conditions.

Declared Value Program. UPS offers a declared value program providing declared value limits for loss or damage, subject to terms and conditions (including monetary limits) ("Declared Value Program") The declared value product will be available only if You have complied with all terms and conditions of the applicable Declared Value Program. We surcharge the cost of this product. If You elect to participate in the Declared Value Program and You pay any applicable charge, We will declare value for Your eligible parcel(s) through the Carrier. You expressly acknowledge that the value of each parcel does not exceed the amount You declared as the "Declared Value". If You do not declare a Value, You agree that the value of each parcel does not exceed \$100. If You do not declare a value above \$100 and pay an additional charge for a parcel containing items of greater "Declared Value" in \$100, You will not be entitled to recover more than \$100 for loss or damage to the items in that parcel. The Carrier's terms and conditions, including monetary limits, for its Declared Value Program are located in the Carrier's Terms and Conditions.

Claims Filed Through Us. If You or the consignee has a claim for loss or damage to Your parcel(s) under the Declared Value Program, You agree to make the claim through Us. If You make such claim through Us, We will submit a claim to the Carrier as the shipper of the parcels, and We will remit to You any recovery on the claim paid to Us by the Carrier for Your parcel(s). You expressly agree that We have no liability if any claim is desired or paid only in part by the Carrier or other declared value. In the event You make a Guaranteed Service Refund (GSR) request to UPS, You agree to provide to UPS (and hereby authorize Us to provide to UPS) Your name and address to be used by UPS to process the request.

Filing a Claim under the Declared Value Program. Any and all claims under any Declared Value Program must be in writing and received by Us within the Carrier's required time frame as set for in the Carrier's Terms and Conditions. Claims not made within the prescribed time frame are waived and will not be paid. For all damage claims, the original packaging materials must be made available for the Carrier's inspection prior to and Conditions. Claims not made within the prescribed time frame are waived and will not be paid by an exhipment. All claims for loss or damage must be supported by the shipping documents, including but not limited to this PSO and a copy of the shipment receipt, and proof of the value of the lost or damaged items for any declaration of value over \$100.

Filing a UPS Guaranteed Service Refund (GSR) request. If UPS is the Carrier for Your parcel(s), if You believe any parcel is eligible for a refund under the UPS Service Guarantee as set forth in the UPS Terms, You do not contact Us within the prescribed time frame, any claim to a refund under the UPS Service must contact Us at the location that shipped the parcel(s) within 15 calendar days of the date of scheduled delivery. If You do not contact Us within the prescribed time frame, any claim to a refund under the UPS Service Guarantee is waived and will not be paid.

We are an independently owned and operated franchise of The UPS Store, Inc. and solely responsible for all aspects of Our operations. We are the exclusive employer of all employees of Our business. You acknowledge and agree that The UPS Store, Inc. is not liable for any of Our acts or omissions and is not the employer or joint employer of the employees of Our business. This PSO constitutes the entire agreement between You and Us, and agree that The UPS Store, Inc. is not liable for any of Our acts or omissions and is not the employer or joint employer of the employees of Our business. This PSO constitutes the entire agreement between You and Us, and agree that The UPS Store, Inc. is not liable for any of Our acts or omissions and is not the employee or joint employer of the employees of Our business. This PSO constitutes the entire agreement between You and Us, and agree that The UPS Store, Inc. is not liable for any of Our acts or omissions and is not the employee or joint employer or joint employer of the employees of Our business. This PSO constitutes the entire agreement between You and Us, and agree that The UPS Store, Inc. is not liable for any of Our acts or omissions and is not the employer or joint employer or joint employer or joint employer or joint employer.

By signing below, You acknowledge that (i) You confirm the Ship to Address is accurate for each parcel (ii) You confirm the Declared Value for each parcel, if any, is correct (iii) You have read and reviewed the terms and conditions and (v) by so signing, this PSO constitutes binding and enforceable obligations of You YOU FURTHER conditions described above in their entirety, (iv) You agree to be bound by all such terms and conditions, and (v) by so signing, this PSO constitutes binding and enforceable obligations of You YOU FURTHER CONTINUED AGREE that, except as expressly set forth in the UPS Terms, any claims against Us or UPS (including its affiliates) arising out of or relating to provision of service by UPS are subject to individual, mandatory binding arbitration, as set forth in the UPS Terms available at <a href="https://www.ups.com/terms">www.ups.com/terms</a>.

CUSTOMER SIGNATURE SHOUTEN

Thu 5 Mar 2020

TRANSACTION DATE